

CITY OF HOBBS  
SOLE SOURCE/EMERGENCY

TO: CPO

FROM: Shelia Baker, General Services Director

DATE: 02/18/2025

CHECK ONE: SOLE SOURCE  EMERGENCY PURCHASE

ITEM(S)/SERVICE(S) TO BE PURCHASED: Removal of approximately 50' of deteriorated cast iron sewer line and replacing line with PVC pipe.

Award To (If new vendor make sure address is on this form): Master Plumbers  
3114 N Lovington Hwy Hobbs NM 88240  
575-397-9385  
Phone/Fax No.  
Oscar Maciel  
Point of Contact

COST: \$ 13,000.00

JUSTIFICATION FOR SOLE SOURCE OR EMERGENCY PURCHASE: Sewerline began collapsing when attempting to clear it. While adding a cleanout the cast iron sewer line was uncovered and found to be completely deteriorated and collapsed.

Account No. 010421-43013 Prepared By: Jana White

Department Approval: Shelia Baker  
Digitally signed by Shelia Baker  
DN: cn=Shelia Baker, o=City Of Hobbs, ou=General  
Services Director, email=shelia@hobbsnm.org,  
c=US  
Date: 2025.02.18 16:58:46 -0700

CPO:

Brandy Stubbs

See back of form for further information.

[Signature]

### City of Hobbs Sole Source Procurement Policy

SOLE SOURCE: If, after conducting a good-faith review of available sources, the using department or office make the determination that there is only one source for the required goods, services, or construction, then it is to submit a completed sole source approval form to Purchasing. If approved by the Purchasing Office, a sole-source procurement may be made in accordance with Sec. 13-1-126.

### New Mexico State Statutes 1978 - Annotated Chapter 13 Public Purchases and Property

Section 13-1-126: A contract may be awarded without competitive bids or competitive sealed proposals regardless of the estimated cost when the state purchasing agent or a central purchasing office make a determination, after conducting a good-faith review of available sources and consulting the using agency, that there is only one source for the required service, construction or item of tangible personal property. The state purchasing agent or a central purchasing office shall conduct negotiations, as appropriate, as to price, delivery and quantity in order to obtain the price most advantageous to the state agency or a local public body. A contract for the purchase of research consultant services by institutions of higher learning constitutes a sole source procurement.

### City of Hobbs Emergency Procurement Policy

If the using department of office makes a determination that there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions, the appropriate officer in the purchasing office is to be contacted for verbal authorization. If so approved, the emergency procurement may be made as directed by said officer, but is to be limited to those items of the duty of the using department or office to document emergency purchase approval and maximize such competition as is practicable in the circumstances, and comply with section 13-1-127.

### New Mexico State Statutes 1978 - Annotated Chapter 13 Public Purchases and Property

#### 13-1-127 Emergency Procurements:

- A. The state purchasing agent, a central purchasing office or a designee of either may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, safety or property requiring procurement under emergency conditions; provided that emergency procurement shall be made with competition as is practicable under the circumstances. A written determination of the basis for the emergency procurement and for the selection of the particular contractor shall be submitted with requisition requesting payment of the related services, etc. Emergency procurements shall not include the purchase or lease purchase of heavy road equipment.
- B. An emergency condition is a situation which creates a threat to public health, welfare or safety such as may arise by reason of floods, epidemics, riots, equipment failures or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:
  - 1. the functioning of government;
  - 2. the preservation or protection of property; or
  - 3. the health or safety of any person

PO Box 1147  
 Hobbs NM 88241  
 PH: (575)397-9385  
 NM Lic. No. 84902  
 TX Lic. No. M-39093



**Master Plumbers**  
 3114 North Lovington Highway  
 Hobbs, NM 88240

**Estimate** 104436827  
**Project** 104318084  
**Estimate Date** 2/18/2025  
**Customer PO**

**Billing Address**  
 CITY OF HOBBS  
 1717 Joe Harvey Boulevard  
 Hobbs, NM 88240 USA

**Job Address**  
 STATE CRIME LAB  
 111 North Turner Street  
 Hobbs, NM 88240 USA

**Estimate Details**

**REPLACE 50 FT SECTION OF SEWER DRAIN LINE**

Service #	Description	Quantity	Your Price	Your Total
BID	AS PER BID MASTER PLUMBERS WILL DO THE WORK AS FOLLOWS-	1.00	\$12,105.47	\$12,105.47

MASTER PLUMBERS WILL BEGIN THIS PROJECT BY USING A JACKHAMMER TO BREAK UP THE CEMENT. MASTER PLUMBERS WILL THEN USE A EXCAVATOR TO DIG UP AND EXPOSE THE EXISTING SEWER LINE. MASTER PLUMBERS WILL THEN CUT AND REMOVE THE EXISTING SEWER LINE. MASTER PLUMBERS WILL THEN INSTALL A NEW SCH 40 3IN PVC. MASTER PLUMBERS WILL TIE ONTO THE EXISTING CLEAN OUTS AND TIE ONTO THE EXISTING PVC LINE NEAR THE BACK OF THE ROOM. ONCE MASTER PLUMBERS HAS INSTALLED THE NEW LINE MASTER PLUMBERS WILL BACKFILL AND COMPACT THE TRENCH THAT WAS PREVIOUSLY DUG UP. MASTER PLUMBERS WILL ASLO RETURN TO POUR BACK THE CONCRETE THAT WAS REMOVED FOR THIS PROJECT. MASTER PLUMBERS WILL HAUL OFF AND DISPOSE OF ALL CONCRETE AND PIPE THAT WAS REMOVED.

\*\*\*\*\* ANYTHING NOT MENTIONED IN THIS BID WILL BE CONSIDERED AN ADDITION TO THIS BID. ALL ADDITIONS TO THIS BID MUST BE AGREED UPON IN WRITING BEFORE THE COMMENCEMENT OF THE WORK. \*\*\*

\*\*\* PLEASE NOTE MASTER PLUMBERS WILL NOT BE RESPONSIBLE FOR ANY EXISTING SEWER LINES. \*\*\*

\*\*\* PLEASE NOTE MASTER PLUMBERS WILL NOT REPLACE ANY TILE OR FLOORING. \*\*\*  
 \*\*\*\*\* DISCLAIMERS \*\*\*\*\*

1. THIS QUOTE IS BASED ON STANDARD DIGGING CONDITIONS. IN THE EVENT THAT OTHER EQUIPMENT AND ADDITIONAL TIME IS REQUIRED BECAUSE OF HARD DIGGING CONDITIONS OR BURIED LINES, OTHER FEES WILL BE APPLIED. THE CUSTOMER WILL BE NOTIFIED BEFORE WORK WILL CONTINUE AND BEFORE ADDITIONAL FEES ARE APPLIED.
2. DAMAGE DONE TO ANY UNMARKED LINES OR ANY OTHER OBJECTS NOT CLEARLY MARKED WILL NOT BE THE RESPONSIBILITY OF MASTER PLUMBERS. RESPONSIBILITY FOR ANY REPAIRS WILL BE TO THE CUSTOMER.
3. THERE ARE NO CONSTRUCTION OR CARPENTRY REPAIRS OF ANY KIND INCLUDED IN THIS QUOTE, (i.e. FLOOR COVERING, SHEETROCK, PAINT, STRUCTURE, ETC.) UNLESS OTHERWISE NOTED.
4. MASTER PLUMBERS WILL NOT BE RESPONSIBLE FOR ANY EXISTING PROBLEMS OR CURRENT CONDITIONS OF THE CURRENT SYSTEM OR ANY STRUCTURE ON THE PROPERTY. ALL PERSONAL PROPERTY OR POSSESSIONS MUST BE MOVED BY THE CUSTOMER UNLESS THE CUSTOMER AUTHORIZES MASTER PLUMBERS TO DO SO.
5. ANY DISCOUNT GIVEN WILL BE A PRE-TAX DISCOUNT.
6. IN THE EVENT THAT THE WORK IS INTERRUPTED DUE TO CIRCUMSTANCES BEYOND MASTER PLUMBERS' CONTROL OR SHOULD THE CUSTOMER OR THE CUSTOMER REPRESENTATIVE CAUSE WORK TO CEASE, MASTER PLUMBERS RESERVES THE RIGHT TO MAKE IMMEDIATE COLLECTION ON THE PORTION OF WORK ALREADY PERFORMED.

7. THIS BID IS GOOD FOR **10 DAYS** FROM THE DATE OF THE BID.

8. ANY WORK DONE OUTSIDE OF THE SCOPE OF THIS BID WILL BE IN ADDITION TO BID. ADDITION TO BID MUST BE AGREED UPON BEFORE THE COMMENCEMENT OF SAID WORK.

9. EXCLUDE REMOVING AND OR DISPOSING OF HAZARDOUS MATERIALS.

10. ALL WARRANTIES ARE FOR THE CURRENT OWNER ONLY AND CAN NOT BE NOR WILL BE TRANSFERRED TO ANY OTHER PERSONS OR OWNERS WITHOUT A SIGNED AGREEMENT FROM MASTER PLUMBERS. MASTER PLUMBERS WILL NOT BE RESPONSIBLE AND WILL NOT UPHOLD ANY VERBAL AGREEMENTS MADE.

11. EXCLUDE BUILDER'S RISK AND PROFESSIONAL LIABILITY INSURANCE POLICIES.

12. WARRANTY DOES NOT INCLUDE FREEZING LINES, DAMAGE CAUSED BY ANIMALS, STRUCTURE FAILURE, WIND OR OTHER WEATHER DAMAGE, OR ANY OTHER ISSUE OUT OF MASTER PLUMBERS' CONTROL.

13. MASTER PLUMBERS WILL NOT BE RESPONSIBLE FOR DAMAGES TO FOILAGE OR VEGETATION DURING EXCAVATION.

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<b>Potential Savings</b>	\$0.00
<b>Sub-Total</b>	\$12,105.47
<b>Tax</b>	\$794.42
<b>Total</b>	<u>\$12,899.89</u>

There will be a \$40 charge for all returned checks. 2% interest per month will be assessed on all unpaid balances after 30 days.

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BY SIGNING BELOW CUSTOMER IS AUTHORIZING MASTER PLUMBERS TO BEGIN WORK ON THE ABOVE QUOTED PROJECT AT THE AGREED UPON TERMS AND PRICE. CUSTOMER UNDERSTANDS THAT THIS IS A LEGAL AND BINDING CONTRACT TO MASTER PLUMBERS AND IT CANNOT BE CHANGED OR TERMINATED. CUSTOMER ALSO UNDERSTANDS THAT MASTER PLUMBERS WILL BE COLLECTING PAYMENT IN FULL UPON COMPLETION OF THE JOB.